IN THE HIGH COURT OF JUDICATURE AT BOMBAY
IN INSOLVENCY

NOTICE OF MOTION NO.107 OF 2005

IN

INSOLVENCY NOTICE NO.N-54 OF 2005

Mandvi Co-operative Bank Ltd. ...Petitioning Creditor

Versus

Hasmukhrai R. Thakore& Ors. ...Debtors.

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Mr. D. R. Talankar for the Petitioning Creditor.
Mr.A. A. Desai for Debtors.

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CORAM : DR. D.Y. CHANDRACHUD, J.

October 17, 2006.

P.C.:

The Insolvency Notice is based on an award dated 5th February 2004 passed by the Co-operative Court. It is common ground between the Counsel that the Co-operative Appellate Court has since passed an order on 19th September 2006 in Appeal No.68 of 2006. The appeal was partly allowed and the following order was passed:

> "1. Appeal is hereby partly allowed.
>
> -2. All the appellants are hereby directed to pay

claim amount of Rs.2,13,648/- along with interest pendente lite thereon at the rate of 9% p.a. without any rest from the date of dispute 1.1.1999 till disposal of this appeal dt. 19.9.2006 and future interest at 6% p.a. on decretal/principal amount of Rs.2,13,648 from the date of disposal of this appeal till realisation of total amount.

-3 Both side parties are directed to bear their own costs of dispute as well as this appeal.

-4. Respondent bank is directed to prepare fresh statement of account of appellant no.1 as per order passed by this court and to furnish copies to appellants within a period of one month from the date of this order so as to enable the appellants for payment of total amount as per order passed by this Court in this appeal.

-5. With these directions appeal disposed of accordingly."

In view of the order of the Appellate Court, Counsel appearing on behalf of the Judgment Creditor does not press the Insolvency

Notice seeking liberty to adopt appropriate proceedings in the event that there is default in complying with the order of the Appellate Court. The Notice of Motion is accordingly made absolute in terms of prayer clause (a) with liberty reserved, as prayed.

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